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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 8th October, 2024

No. 13/2/153-HII(2)-2024/15343.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **72/2023** dated **02.08.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MAAN SINGH S/O SH. GURDEV SINGH, VILLAGE SAINI MAJRA, P.O. RANI MAJRA,
DISTRICT ROPAR. (Workman)

AND

THE DIRECTOR OF AGRICULTURE PUNJAB, SCO NO.85-88, SECTOR 34-A, CHANDIGARH
THROUGH ITS DIRECTOR. (Management)

AWARD

1. Maan Singh, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Driver on 12.03.1991 as daily wager against regular vacancies. The workman has completed more than 240 days of service. The workman was still in continuous and uninterrupted employment when he was threatened with termination of services w.e.f. 01.04.1995. At the time of termination, the workman was drawing ₹ 9,000/- per month. The services of the workman were terminated on 14.11.1995. On 27.03.1995, the workman was called in his office by the management and he was given a proforma. The proforma was in the form of contract which the workman was asked to execute on a stamp paper. According to this proforma, the contract will be for one year and the workman will not be entitled to get any kind of leave during this period. The management can terminate the contract without notice. The workman will have to give a week notice. The nature of contract is illegal, arbitrary, discriminatory and violative of Articles 14 and 16 of the Constitution

(2211)

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of India. While giving proforma to the workman on 27.03.1995, the workman has been told by the management that proforma must be filled up before 01.04.1995, otherwise, the services of the workman would be terminated. At the time of termination, there were still many vacancies of drivers lying vacant in the management-department at Patiala, Bathinda, Ferozpur, Sangrur, Morinda, Dhuri, Batala, Nawan Shehar. All these were regular posts against which no appointment has so far being made. As such, the termination of services of the workman and to recruit other persons in his place is illegal, wrongful, arbitrary, unjustified, against the principle of natural justice and unfair labour practice. The Punjab Government has announced that all those employees who have completed more than 240 days of service will be regularised. In view of this, the action of the management in converting the terms of appointment of the workman from daily wages to contractual basis was illegal, unjustified as the workman was likely to be regularised as per the announcement made by the Punjab Government. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge-sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The workman along with 4 other employees, all Drivers, filed a Civil Writ Petition (CWP) No.4860 of 1995 titled as Mohan Singh & Others Versus State of Punjab & Another for the regularisation of their service with a direction to the management not to terminate the services of the workman w.e.f. 14.11.1995. The Hon'ble High Court while disposing the CWP No.4860 of 1995 on 14.07.2023 ordered that since the petitioners were working as Drivers, they can raise the dispute directly before the Labour Court in terms of the new amended Section 10A of ID Act. The Hon'ble High Court further ordered that the Labour Court would be free to pass orders in respect of the relief claimed by the petitioner and the pendency of this Writ Petition would be taken into consideration for the purpose of limitation. The services of the workman were terminated as the workman has approached the Hon'ble High Court of Punjab & Haryana for his regularisation. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Prayer is made that the termination of services of the workman be declared as illegal and the workman may be paid full back wages from the date of termination to attaining the age of superannuation as the workman is 65 ears of age and cannot be reinstated.

3. Along with the claim statement the workman has filed computer generated copy of order dated 14.07.2023 passed by the Hon'ble High Court in CWP. No.4860 of 1995 titled as Mohan Singh & Others Versus State of Punjab through Secretary to the Government of Punjab, Department of Agriculture, Punjab, Chandigarh and Another. The relevant portion of order dated 14.07.2023 of Hon'ble High Court is reproduced as below;

"3. This Court does not have the facts available in the Writ with regard to the reasons of termination and whether compliance in terms of Industrial Disputes Act, 1947 was made. However, since the petitioners were working as drivers, they can raise the dispute directly before the Labour Court in terms of new amended Section 10A of the Industrial Disputes Act, 1947."

4. Notice issued to the management for dated 15.04.2024 under registered cover vide postal receipt dated 21.03.2024 was not received back undelivered. As per the track consignment report of Postal Department RC was delivered to the addressee / management on 22.03.2024. On service of notice to management through RC, on 15.04.2024 Shri Jaspal Singh, Geologist appeared on behalf of the management and placed on record an application regarding his appearance mentioning therein that the department does not have record relating to the case. The copy of claim statement was supplied to Shri Jaspal Singh, Geologist in the Court on

15.04.2024 and his statement regarding receipt of same was recorded separately. On joint request, the case was adjourned from 15.04.2024 to 11.05.2024 to be taken up in the National Lok Adalat. On 11.05.2024, workman appeared in person along with his Representative in the National Lok Adalat but the efforts to effect compromise could not be made as none appeared on behalf of the management and the case was adjourned to 03.06.2024 to be taken up in the regular Court for filing written statement. On dated 03.06.2024, none appeared on behalf of the management and the management was proceeded against ex-parte and the case was adjourned for ex-parte evidence of workman.

5. In ex-parte evidence, workman Major Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 02.08.2024 Learned Representative for the workman closed ex-parte evidence.

6. I have heard the arguments of Learned Representative for the workman and perused the judicial file.

7. The workman Maan Singh vide his affidavit / Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity.

8. From the evidence led by the workman, it is duly established on record that on 12.03.1991, the workman was appointed by the management-department i.e. Director of Agriculture, Punjab on the post of Driver as daily wager against regular vacancy. He worked up to 14.11.1995 when his services were terminated by the management with verbal order. The workman was getting salary of ₹ 9,000/- per month. It is duly establishment on record that on termination the workman had continuously worked for more than 240 days in 12 calendar months immediately prior to 14.11.1995 and his services were terminated without following the mandate of Section 25F of the ID Act. Consequently, the termination constituted illegal retrenchment. The management authority involved in this case is apparently a public authority. The workman was daily wager and not a permanent employee. The fact that the management is a public authority would not absolve the public authority from complying with the provisions of Section 25F of the ID Act and should it contravene Section 25F of the ID Act, it would amount to unfair labour practice. The averments made in the claim application and the evidence led by the workman vide his affidavit Exhibit 'AW1/A' has gone unrebutted and unchallenged as the management despite service of notice and appearance through its official did not bother to contest the claim statement and preferred to be proceeded against ex-parte. Consequently, it is duly established on record that the management has terminated the services of the workman (daily wager) without complying with the conditions laid down under Section 25F of the ID Act.

9. The Hon'ble Supreme Court in case titled as **BSNL Versus Bhurumal, reported in (2014)7 SCC 177** as held as under :-

"33. It is clear from the reading of the aforesaid judgements that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular / permanent workman are terminated illegally and / or malafide and /or by way of victimisation, unfair labour practice etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale of shifting of this direction is obvious.

34. The reason for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment

compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily-wage basis and even after he is reinstated, he has no right to seek regularisation [see State of Karnataka v. Umadevi (3) [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753]]. Thus when he cannot claim regularisation and he has no right to continue even as a daily-wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.

35. We would, however, like to add a caveat here. There may be cases where termination of daily-wage worker is found to be illegal on the ground that it was resorted to as unfair labour practice or in violation of the principle of last come first go viz. while retrenching such a worker daily wage juniors to him were retained. There may also be a situation that persons junior to him were regularised under some policy but the workman concerned terminated. In such circumstances, the terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases, reinstatement should be the rule and only in exceptional cases for the reasons stated to be in writing, such a relief can be denied."

10. In the light of the judgement of Hon'ble Supreme Court referred above, this is a case where it is proved that the workman working on daily wages had worked for 240 days in 12 calendar months immediately preceding termination (services being terminated w.e.f. 14.11.1995) and his services were terminated by the management without following the conditions laid down under Section 25F of the ID Act. It is not the case of the workman that while terminating the services, the daily wage workers junior to him were retained in service. The workman has not placed on record any document to show that after the termination of services the management appointed new employees as daily-wage workers in his place. The workman has not been working since 14.11.1995 following the order of termination of his services. Under the circumstances, the management is held liable to pay ₹1,50,000/- to the workman towards compensation.

Relief :

11. In the view of foregoing finding above, this industrial dispute is ex-parte allowed. The management is held liable to pay ₹ 1,50,000/- to the workman towards compensation within three months from the date of publication of this Award in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above amount from the date of this Award till its actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 02.08.2024.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 8th October, 2024

No. 13/2/159-HII(2)-2024/15345.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **59/2022** dated **14.08.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MOHD. RAFI S/O SH. TAZ MOHAMAD, H.NO.404-C, SMALL FLATS, DHANAS, CHANDIGARH. (Workman)

AND

M/S WESTERN OVERSEAS STUDY ABROAD PVT. LTD., SCO NO.441-442, 2ND FLOOR, SECTOR 35-C, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.
(Management)

AWARD

1. Mohd. Rafi, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed as MIS Executive by the management to join its organisation at Chandigarh, vide letter dated 23.01.2020 on monthly consolidated wages of ₹17,000/-. The workman was allotted employees code No.WO-27-111283 vide letter dated 22.03.2021. Keeping in view the hard work, sincerity & dedication, the workman was promoted to the post of Senior MIS Executive on 02.10.2020. The wages of the workman were increased to ₹ 23,000/- per month. The management issued appreciated letters to the workman from time to time. Although the workman was designated as Senior MIS Executive but he had no administrative, managerial or supervisory duties to discharge. Vide letter dated 31.05.2021, the workman was informed that the Government has already announced that all the educational institutions will remain closed till June 15 and in view of the current situation and difficult time, the company is bound to send employees on unpaid leave till the situation is favourable. Since then the management stopped monthly wages and work to workman. The workman sent about six e-mails, whatsapp messages and about 50 mobile calls on different dates and time for payment of wages from 16th June, 2021 to 31st January, 2022. The management neither denied the contents of e-mails, whatsapp messages nor made the payment of wages and gave duty. The workman lodged a complaint with the Labour Commissioner, U.T. Chandigarh for non-payment of wages and duty. The management while appearing before the Labour Inspector filed a reply dated 14.12.2021 wherein he has stated that the workman has worked in the organization up to 31.05.2021. The management also leveled allegation in the letter. The workman denies the contents of the letter under reference. The workman informed the management that nothing was due towards him of the organization. The company assets were returned to management. The management was also informed that after deducting ₹ 6,650/- from his due wages, the balance amount of wages may be paid to him. The workman sent a notice to management through his Advocate on 03.02.2022 for an amount of ₹ 1,72,500/- with regard to his unpaid wages from 16th of June, 2021 to 31st of January, 2022. The management replied the letter through his Advocate stating therein that the workman has worked up to 31.05.2021. The Advocate exceeding his jurisdiction leveled allegation against the workman and also threatened him to file criminal complaint against the workman under penal provisions of Law. First time it came to the knowledge of the workman through letter dated 14.12.2021 that his services has been terminated w.e.f. 31.05.2021. There

was no complaint against the work & conduct from any of his colleagues and superiors. His work & conduct was also appreciated by all including the higher management. The termination of service without assigning any reason and notice is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For his reinstatement the workman served upon the management a demand notice dated 09.03.2022. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum- Conciliation Officer, U.T. Chandigarh was requested for his intervention. The management did not appear before the Conciliation on any date fixed for settlement. The workman remained un-employed during the period i.e. from the date of termination till date. Prayer is made that the workman may be reinstated with continuity of service, full back wages and without any change in his service condition.

3. On notice, the management contested the claim of the workman by filing written statement on 28.03.2023, wherein preliminary objections are raised on the ground that all allegations made in the application (*here-in-after 'claim statement'*) are denied save those specifically admitted herein. It is prayed that the applicant (*here-in-after 'workman'*) may be put to strict proof of every allegation as are not admitted by the answering respondent (*here-in-after 'management'*). The workman had not supported the allegations regarding the alleged concocted story in the claim statement with any cogent evidence. The claim statement of the workman is not maintainable in the present form and the same is liable to be dismissed because he did not come in the category of 'workman'. There is no violation of any Law rather the workman has willfully resigned from job and now to harass the management with an intention to extort money from the answering management has filed this claim statement which is barred by the provision of law.

4. On merits, the facts that the workman was appointed as MIS Executive by the management to join its organisation at Chandigarh, vide letter dated 23.01.2020 on monthly consolidated wages of ₹ 17,000/- and the workman was allotted employees code No.WO-27-111283 vide letter dated 22.03.2021, needs no reply being matter of record. It is admitted that the workman was promoted to managerial post and his duties are supervisory in nature during job. Vide letter dated 31.05.2021, the workman was informed that the Government has already announced that all the educational institutions will remain closed till June 15 and in view of the current situation and difficult time, the company is bound to send employees on unpaid leave till the situation is favourable. It is stated that the answering management issued several notices qua workman's negligent act, disclosing company data to others, removing / destroying valuable data of company through email on workman's account but he was silent on the same. The facts regarding lodging of complaint with the Labour Commissioner, U.T. Chandigarh for non-payment of wages and duty, reply dated 14.12.2021 filed by the management and serving of legal notice by the workman and reply filed by the management thereto needs no reply being matter of record. It is further stated that the workman was called several times to return the company's hardware and other peripherals along with advance amount but all in vain. The workman does not come in the category of 'workman', there is no violation of any section as alleged by the workman. The answering management appeared before the Assistant Labour Commissioner-cum-Conciliation Officer and submitted its reply to the demand notice. Remaining averments of the claim statement are denied as wrong. Prayer is made that the claim statement may be dismissed with special cost.

5. The workman filed replication, wherein the contents of written statement are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 06.07.2023 :-

1. Whether the termination of services of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits along with interest, as prayed for ? OPW

3. Whether claimant-workman does not fall within the definition of the 'workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947 ? OPM
4. Relief.

7. In evidence, workman Mohd. Rafi examined himself as AW1 and tendered into evidence his affidavit Exhibit 'AW1/A' along with documents Exhibit 'W1' to Exhibit 'W11'.

Exhibit 'W1' is hardcopy of e-mail dated 23.01.2020.

Exhibit 'W2' is hardcopy of e-mail dated 22.03.2021.

Exhibit 'W3' is promotion letter dated 02.12.2020.

Exhibit 'W4' is hardcopy of e-mail dated 31.05.2021.

Exhibit 'W5' is hardcopy of e-mail dated 13.09.2021.

Exhibit 'W6' is hardcopy of e-mail dated 26.09.2021.

Exhibit 'W7' is hardcopy of e-mail dated 11.10.2021.

Exhibit 'W8' is Certificate under Section 65-B of Indian Evidence Act.

Exhibit 'W9' is office copy of complaint dated nil raised before the Labour Commissioner, U.T, Chandigarh.

Exhibit 'W10' is legal notice dated 03.02.2022 sent through registered post vide postal receipts dated 03.02.2022 (03 in number) vide Exhibit 'W10/1' to Exhibit 'W10/3' respectively.

Exhibit 'W11' is reply dated 04.02.2022 to the legal notice.

8. On 14.08.2024, Learned Representative for the workman closed the evidence of the workman in affirmative.

9. During the pendency of the present industrial dispute, Learned Representative for the management made the statement, which is reproduced as below :-

"Stated that the management has settled the dispute with the workman in the sum of Rs.46,650/-. After deducting amount of Rs.6,650/-, I have paid Rs.40,000/- in cash to the workman towards full & final settlement. Now there remains no claim of the management against the workman to recover Rs.6,650/- and articles."

10. The workman also got recorded his statement, which is reproduced as below:-

"I have settled my dispute with the management and as per settlement, after deduction of Rs.6,650/- from my dues, I have received cash amount of Rs.40,000/-towards full & final settlement. I do not press the relief for reinstatement. The industrial dispute reference may be disposed off being settled."

11. His statement was countersigned by his Representative.

12. Heard. In view of the above said statements, this industrial dispute is disposed off as settled by way of compromise. In view of the compromise, the issues have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 14.08.2024.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 8th October, 2024

No. 13/2/154-HII(2)-2024/15347.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **73/2023** dated **02.08.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BALJEET KAUR W/O LATE SH. JASVIR SINGH, VILLAGE SONI MAJRA, P.O. RANI MAJRA, TEHSIL KHARAR, DISTRICT MOHALI. (Workman)

AND

THE DIRECTOR OF AGRICULTURE PUNJAB, SCO NO.85-88, SECTOR 34-A, CHANDIGARH THROUGH ITS DIRECTOR. (Management)

AWARD

1. Baljeet Kaur, claimant has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that during the pendency of Civil Writ Petition (CWP) No.4860 of 1995 before the Hon'ble High Court of Punjab & Haryana, workman - Shri Jasvir Singh died on 08.09.2014. Copy of the death certificate is annexed as Annexure 'A'. Smt. Baljeet Kaur W/o Late Shri Jasvir Singh, resident of Village Soni Majra, Post Office Rani Majra, Tehsil Kharar, District Mohali is the legal Representative of Late Shri Jasvir Singh, who is interested in pursuing the instant case against termination of services of her husband in case the present industrial dispute is accepted.

3. Shri Jasvir Singh - workman (since deceased) was appointed by the management as Driver on 04.05.1992 as daily wager against regular vacancies. Said Jasvir Singh has completed more than 240 days of service. The workman was still in continuous and uninterrupted employment when he was threatened with termination of services w.e.f. 01.04.1995. At the time of termination, the workman was drawing ₹ 9,000/- per month. The services of the workman were terminated on 14.11.1995. On 27.03.1995, the workman was called in his office by the management and he was given a proforma. The proforma was in the form of contract which the workman was asked to execute on a stamp paper. According to this proforma, the contract will be for one year and the workman will not be entitled to get any kind of leave during this period. The management can terminate the contract without notice. The workman will have to give a week notice. The nature of contract is illegal, arbitrary, discriminatory and violative of Articles 14 and 16 of the Constitution of India. While giving proforma to the workman on 27.03.1995, the workman has been told by the management that proforma must be filled up before 01.04.1995, otherwise, the services of the workman would be terminated. At the time of termination, there were still many vacancies of drivers lying vacant in the management-department at Patiala, Bathinda, Ferozpur, Sangrur, Morinda, Dhuri, Batala, Nawan Shehar. All these were regular posts against which no appointment has so far being made. In the phase of it the termination of services of the workman and to recruit other persons in his place is illegal, wrongful, arbitrary, unjustified, against the principle of natural justice and unfair labour practice. The Punjab Government has announced that all those

employees who have completed more than 240 days of service will be regularised. In view of this, the action of the management in converting the terms of appointment of the workman from daily wages to contractual basis was illegal, unjustified as the workman was likely to be regularised as per the announcement made by the Punjab Government. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge-sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The workman along with 4 other employees, all Drivers, filed a CWP No.4860 of 1995 titled as Mohan Singh & Others Versus State of Punjab & Another for the regularisation of their service with a direction to the management not to terminate the services of the workman w.e.f. 14.11.1995. The Hon'ble High Court while disposing the CWP No.4860 of 1995 on 14.07.2023 ordered that since the petitioners were working as Drivers, they can raise the dispute directly before the Labour Court in terms of the new amended Section 10A of ID Act. The Hon'ble High Court further ordered that the Labour Court would be free to pass orders in respect of the relief claimed by the petitioner and the pendency of this Writ Petition would be taken into consideration for the purpose of limitation. The services of the workman were terminated as the workman has approached the Hon'ble High Court of Punjab & Haryana for his regularisation. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Prayer is made that the termination of services of the workman be declared as illegal and the workman may be paid full back wages from the date of termination.

4. Along with the claim statement the claimant has filed computer generated copy of order dated 14.07.2023 passed by the Hon'ble High Court in CWP. No.4860 of 1995 titled as Mohan Singh & Others Versus State of Punjab through Secretary to the Government of Punjab, Department of Agriculture, Punjab, Chandigarh and Another. The relevant portion of order dated 14.07.2023 of Hon'ble High Court is reproduced as below ;

"3. This Court does not have the facts available in the Writ with regard to the reasons of termination and whether compliance in terms of Industrial Disputes Act, 1947 was made. However, since the petitioners were working as drivers, they can raise the dispute directly before the Labour Court in terms of new amended Section 10A of the Industrial Disputes Act, 1947."

5. Further along with claim statement the claimant has also filed death certificate of Jasvir Singh S/o Shri Gurdiyal Singh (incorporating date of death as 08.09.2014).

6. Notice issued to the management for dated 15.04.2024 under registered cover vide postal receipt dated 21.03.2024 was not received back undelivered. As per the track consignment report of Postal Department RC was delivered to the addressee / management on 22.03.2024. On service of notice to management through RC, on 15.04.2024 Shri Jaspal Singh, Geologist appeared on behalf of the management and placed on record an application regarding his appearance mentioning therein that the department does not have record relating to the case. The copy of claim statement was supplied to Shri Jaspal Singh, Geologist in the Court on 15.04.2024 and his statement regarding receipt of same was recorded separately. On joint request, the case was adjourned from 15.04.2024 to 11.05.2024 to be taken up in the National Lok Adalat. On 11.05.2024, Learned Representative for the claimant appeared in the National Lok Adalat but the efforts to effect compromise could not be made as none appeared on behalf of the management and the case was adjourned to 03.06.2024 to be taken up in the regular Court for filing written statement. On dated 03.06.2024, none appeared on behalf of the management and the management was proceeded against ex-parte and the case was adjourned for ex-parte evidence of workman.

7. In ex-parte evidence, claimant Baljeet Kaur examined herself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 02.08.2024 Learned Representative for the workman tendered into evidence copy of

death certificate of Jasvir Singh (incorporating his date of death 08.09.2014) issued by Local Registrar (Birth & Death), Municipal Corporation, SAS Nagar, Mohali vide Exhibit 'W1' and closed ex-parte evidence.

8. I have heard the arguments of Learned Representative for the claimant and perused the judicial file.

9. The claimant Baljeet Kaur vide her affidavit / Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity.

10. From the evidence led by the claimant, it is duly established on record that on 04.05.1992, the workman was appointed by the management-department i.e. Director of Agriculture, Punjab on the post of Driver as daily wager against regular vacancy. He worked up to 14.11.1995 when his services were terminated by the management with verbal order. The workman was getting salary of ₹ 9,000/- per month. It is duly establishment on record that on termination the workman had continuously worked for more than 240 days in 12 calendar months immediately prior to 14.11.1995 and his services were terminated without following the mandate of Section 25F of the ID Act. Consequently, the termination constituted illegal retrenchment. The management authority involved in this case is apparently a public authority. The workman was daily wager and not a permanent employee. The fact that the management is a public authority would not absolve the public authority from complying with the provisions of Section 25F of the ID Act and should it contravene Section 25F of the ID Act, it would amount to unfair labour practice. The averments made in the claim application and the evidence led by the claimant vide her affidavit Exhibit 'AW1/A' has gone unrebutted and unchallenged as the management despite service of notice and appearance through its official did not bother to contest the claim statement and preferred to be proceeded against ex-parte. Consequently, it is duly established on record that the management has terminated the services of the workman (daily wager) without complying with the conditions laid down under Section 25F of the ID Act.

11. The Hon'ble Supreme Court in case titled as ***BSNL Versus Bhurumal, reported in (2014)7 SCC 177*** as held as under :-

"33. It is clear from the reading of the aforesaid judgements that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular / permanent workman are terminated illegally and / or malafide and /or by way of victimisation, unfair labour practice etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale of shifting of this direction is obvious.

34. The reason for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily-wage basis and even after he is reinstated, he has no right to seek regularisation [see State of Karnataka v. Umadevi (3) [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753]]. Thus when he cannot claim regularisation and he has no right to continue even as a daily-

wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.

35. *We would, however, like to add a caveat here. There may be cases where termination of daily-wage worker is found to be illegal on the ground that it was resorted to as unfair labour practice or in violation of the principle of last come first go viz. while retrenching such a worker daily wage juniors to him were retained. There may also be a situation that persons junior to him were regularised under some policy but the workman concerned terminated. In such circumstances, the terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases, reinstatement should be the rule and only in exceptional cases for the reasons stated to be in writing, such a relief can be denied."*

12. In the light of the judgement of Hon'ble Supreme Court referred above, this is a case where it is proved that the workman working on daily wages had worked for 240 days in 12 calendar months immediately preceding termination (services being terminated w.e.f. 14.11.1995) and his services were terminated by the management without following the conditions laid down under Section 25F of the ID Act. It is not the case of the workman that while terminating the services, the daily wage workers junior to him were retained in service. The claimant has not placed on record any document to show that after the termination of services of the workman, the management appointed new employees as daily-wage workers in his place. The workman has not been working since 14.11.1995 following the order of termination of his services till the date of his death i.e. 08.09.2014. Under the circumstances, the management is held liable to pay ₹ 1,50,000/- towards compensation and the claimant being LR of the workman is entitled to receive the same.

Relief :

13. In the view of foregoing finding above, this industrial dispute is ex-parte allowed. The management is held liable to pay ₹ 1,50,000/- towards compensation of workman (since deceased) to be disbursed to Legal Heir(s) of the deceased workman within three months from the date of publication of this Award in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above amount from the date of this Award till its actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 02.08.2024.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 8th October, 2024

No. 13/2/158-HII(2)-2024/15351.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **17/2019** dated **16.08.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUKHDEV SINGH PARMAR, S/O SH. BISHAMBAR DASS, H.NO.640, 1ST FLOOR, SECTOR 64, PHASE - X, MOHALI. (Workman)

AND

M/S BHAGAT CARS PVT. LTD., PLOT NO.53, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH ITS MANAGING DIRECTOR. (Management)

AWARD

1. Sukhdev Singh Parmar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of amended claim statement are that the workman was appointed in the month of September, 2012 as Body Shop Floor Supervisor on monthly wages of ₹ 8,000/- on regular basis at Bhagat Ford AB Motors Pvt. Ltd., Industrial Area, Phase - II, Chandigarh. The workman was not issued any appointment letter at the time of appointment. After 3 days of appointment, the workman was transferred to Bhagat Ford, Plot No.C-19, Industrial Area, Mohali. The management of Bhagat Ford, Chandigarh and Bhagat Ford, Mohali is the same. In the month of November, 2013, Bhagat Ford, Mohali was shifted to plot No.349, Industrial Area, Panchkula but the workman was transferred to Bhagat Ford, Chandigarh as Body Shop Floor Supervisor with continuity of service and all the benefits intact. In the year 2018, the management changed the name of the established from Bhagat Ford AB Motors to Bhagat Ford Cars Pvt. Ltd. The workman remained in the continuous & uninterrupted employment of the company from September, 2012 to 7th February, 2019 when his services were illegally & wrongfully terminated by refusing of work by Mr. Arvind Kumar - Manager HR on the pretext of less work in the Body Shop without any notice. At the time of termination the workman was drawing ₹ 10,400/- per month as wages. For his retrenchment the workman lodged a complaint dated 25.03.2019 with the Labour Inspector, U.T. Chandigarh. The Labour Inspector fixed number of dates but the Representative of the management never attended the dates at given time. He only seeks date without any justified reason. The refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the claimant-workman was not paid retrenchment compensation at the time of termination, which makes the termination void. The management has also illegally withheld the wages of the workman for the full month of January and 7 days of February, 2019. For his reinstatement, the workman served upon the management a demand notice dated 03.06.2019. The management neither replied nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was

requested for his intervention but the dispute could not be settled within the stipulated period. The termination is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Prayer is made that the workman may be reinstated with continuity of service along with full back wages without any change in his service conditions.

3. In the original claim statement, the management was impleaded with the name of M/s Bhagat Ford Cars Pvt. Ltd. Notice issued to the management for dated 17.12.2019 was received back executed through Shri Arvinder Singh - HR Manager. None appeared on behalf of the management of M/s Bhagat Ford Car Pvt. Ltd., thus vide order dated 17.12.2019 the management was proceeded against ex-parte. On 30.01.2023 the workman filed an application seeking to correct the name of the management from M/s Bhagat Ford Cars Pvt. Ltd. to M/s Bhagat Cars Pvt. Ltd. and the application was allowed vide order dated 30.01.2023. Since the name of the management, as allowed to be corrected, was different from the name of the management mentioned in the original claim statement, therefore the workman was directed to file the amended claim statement vide order dated 31.03.2023 and the amended claim statement was filed on the next date of hearing i.e. 24.02.2023. Apart from that fresh summons were ordered to be issued to the management with its correct name as mentioned in the amended claim statement. Summons issued to the management with the name M/s Bhagat Cars Pvt. Ltd. for dated 24.02.2023 were received back unserved with the report 'office shifted'. On 31.07.2024 Learned Representative for the workman filed the correct address of the management and summons issued on the address of Plot No.181/38, Industrial Area, Phase - I, Chandigarh for dated 13.08.2024 were received back executed through Shri Shivam - HR Manager. Despite service of notice none appeared on behalf of the management and the management of M/s Bhagat Cars Pvt. Ltd. was proceeded against ex-parte vide order dated 14.08.2024.

4. In ex-parte evidence, the workman Sukhdev Singh Parmar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 14.08.2024 Learned Representative for the workman closed ex-parte evidence.

5. I have heard arguments of Learned Representative for the workman and perused the judicial file.

6. In order to prove its case, workman Sukhdev Singh Parmar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity.

7. From the evidence led by the workman it comes out that the workman was appointed as Body Shop Floor Supervisor in September, 2012 on monthly wages of ₹ 8,000/- per month on regular basis at Bhagat Ford AB Motors and after 3 days of appointment the workman was transferred to Bhagat Ford, Industrial Area, Mohali, as their management was same. Thereafter in the year 2018, the management changed the name of establishment from Bhagat Ford AB Motors to Bhagat Cars Pvt. Ltd. The workman remained in continuous employment of the management from the date of his appointment i.e. September, 2012 to 07.02.2019 when his services were terminated by refusal of work by Mr. Arvind Kumar - Manager HR, without issuing any prior notice. The last drawn wages of the workman were ₹ 10,400/- per month. The workman is proved to have completed 240 days of continuous service in 12 calendar months preceding termination (services terminated on 07.02.2019). Thus, the workman falls within the definition of 'continuous service' as defined under Section 25B of the ID Act. Once the requirement of Section 25B of the ID Act is fulfilled, the provision of Section 25F of the ID Act is attracted which lays down certain conditions precedent to retrenchment to be complied by the management-employer. In the present case, the workman has alleged that the management before terminating his services neither issued the charge sheet nor held any inquiry. The management at the time of termination neither paid retrenchment compensation nor issued prior notice nor

offered or paid notice pay in lieu of the notice period. Thus, the management has failed to comply with the mandate of Section 25F of the ID Act which makes the order of termination illegal. The workman has also alleged that the workman has not paid the wages for full month of January and 7 days of February, 2019. The evidence led by the workman has gone unrebutted and unchallenged as despite service of notice the management did not bother to contest the claim statement and preferred to be proceeded against ex-parte. There is no reason to disbelieve the evidence led by the workman.

8. In view of the reasons recorded above, the verbal order of termination of services of the workman w.e.f. 07.02.2019 without compliance of the mandate of Section 25F of the ID Act is illegal and hereby set aside. The workman has not pleaded that he remained unemployed from the date of termination of his services till date. Consequently, the workman is held entitled to reinstatement with continuity of service along with 25% back wages. The workman may recover unpaid wages of full month of January and 7 days of February, 2019 @ ₹ 10,400/- per month under Section 33C(2) of the ID Act.

Relief :

9. In the view of discussion made above, the present industrial dispute is ex-parte allowed. The workman is held entitled to reinstatement with continuity of service along with 25% back wages. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till its actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,

Dated : 16.08.2024.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Sudesh W/o Jaswinder Kumar # 209, Phase-2, Ramdarbar, Chandigarh, have changed my name to Sudesh Rani.

[1519-1]

I, Deepa D/o Sh. Mani Ram And W/o Sh. Manoj Kumar R/o House No 1184 A, Sector 46-B, Chandigarh, Have Changed My Name From Deepa to Deepa Devi.

[1520-1]

I, Vijay Kumar S/o Subhash Chand R/o 223/2 Adarsh Nagar PWT Manimajra Chandigarh, have changed my minor daughter name from Samaira to Samaira Goswami.

[1521-1]

I, Sukhwinder Kaur W/o Sh. Sarmukh Singh Malhi, R/o # 1628, Sector 36-D, Chandigarh, have changed my name to Sukhwinder Kaur Malhi.

[1522-1]

I, Kamal Jit and Kamaljit Singh Dhunna S/o Maan Singh, R/o # 5271-A, Sector 38 (West), Chandigarh-160036, have changed my name to Kamaljit Singh.

[1523-1]

I, Davinder Kumar S/o Prem Chand, R/o House No. 1, Milk Colony Dhanas, Chandigarh, declare that have changed my name from Davinder Kumar to Devinder Kumar.

[1524-1]

I, Pramod Yadav S/o Late Tara Chand # 724/A, Village Daria, Chandigarh, have changed my name to Pramod.

[1525-1]

I, Jaswinder S/o Jarnail Singh # 209, Phase-2, Ramdarbar, Chandigarh, have changed my name to Jaswinder Kumar.

[1526-1]

I, Jaswinder Kumar S/o Jarnail Singh # 209, Phase-2, Ramdarbar, Chandigarh, have changed the name of my minor son from Kanishak Panchoty to Kanishk Punchoty.

[1527-1]

I, Mohammad Israr S/o Sh. Mahbub, R/o # 114/A, Bapu Dham Colony, Phase-3, Sector-26, Chandigarh. That I have changed my name from Mohammad Israr to Mohd Israr.

[1528-1]

I, Madhav Aggarwal S/o Sh. Pardeep Kumar Aggarwal R/o House No. 2261, Sector 35-C, Chandigarh, have changed my name from Madhav to Madhav Aggarwal.

[1529-1]

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